

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
NATIONAL INSTITUTE FOR GEOPHYSICS AND VOLCANOLOGY
OF THE
ITALIAN REPUBLIC
FOR
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The U.S. Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as the "USGS") and the National Institute for Geophysics and Volcanology of the Italian Republic (hereinafter referred to as the "INGV") hereby agree to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding (hereinafter referred to as the "Memorandum").

2. The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the USGS and the INGV (hereinafter referred to as the "Parties").

3. This Memorandum is subject to the Agreement between the Government of the United States and the Government of the Italian Republic for scientific and technological cooperation (hereinafter referred to as the "Agreement"), which entered into force April 1, 1988, for a five-year period, and was automatically extended in 1993 and 1998 for an additional five year period, as amended and extended.

4. Each Party may, with the consent of the other Party and to the extent permitted by laws and policies of each Government, invite other entities to participate in activities undertaken pursuant to this Memorandum.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of, but are not limited to, exchanges of technical information, visits, and cooperative research consistent with ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

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- a. Earth-science investigations-especially hazards, resources and environment;
- b. Geospatial data applications;
- c. Digital seismic studies; and
- d. Information systems.

2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each country.

ARTICLE III. SOURCE OF FUNDING

Cooperative activities under this Memorandum shall be subject to the availability of personnel, resources, and funds. The financial arrangements shall be agreed upon by the Parties in writing before the commencement of each activity.

ARTICLE IV. TAX EXEMPTION

The Parties shall make best efforts to grant relief from all fees and taxes, including taxes on services rendered, levied on the following items, within the scope of this Memorandum:

- a. Personal effects being used by and belonging to the Parties;
- b. Imported scientific and technical material and equipment that belong to the Parties and would remain their property; and
- c. All contracts for construction of facilities necessary to implement this Memorandum.

ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

Intellectual property created and furnished in the course of cooperative activities under this Memorandum, and provisions for the protection of business-confidential information, classified information, and unclassified export-controlled information and equipment shall be treated in accordance with the provisions of the Agreement.

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ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall meet to review the activities under this Memorandum and develop proposals for future activities, as appropriated.

ARTICLE VIII. PROJECT ANNEXES

Any activity carried out under this Memorandum shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is planned, such activity shall be described in an agreed Project Annex to this Memorandum, which shall set forth in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In the case of any inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum shall be controlling.

ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon signature by both Parties and shall remain in force for the duration of the Agreement and shall be automatically extended renewable for additional five-year periods. It may be terminated at any time by either Party upon ninety (90) days prior written notice to the other Party. Unless otherwise agreed, the termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum that have been initiated prior to such termination.

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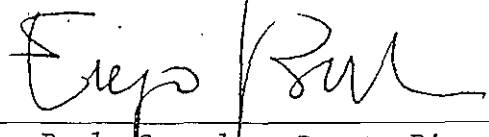
Done at Rome, in duplicate, the English and Italian languages, both texts being equally authentic.

*No Italian version exists, because of a change made at signing ceremony. Change approved by DOS. Signed in Rome, Italy on April 14, 2000.

FOR THE U.S. GEOLOGICAL SURVEY OF
THE DEPARTMENT OF THE INTERIOR OF
THE UNITED STATES OF AMERICA

FOR THE NATIONAL INSTITUTE OF
GEOPHYSICS AND VOLCANOLOGY OF
THE ITALIAN REPUBLIC


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